

# THE BABY DAY EXPO TERMS AND CONDITIONS — EXHIBITING

## 1. Definitions

(a) "Exhibitor" means the applicant identified on the front of this Agreement hereof; (b) "Show" and/or "Exposition" mean the specific expositions or conferences identified on the front hereof; (c) "Show management" means The Baby Day Expo, LLC, its respective agents, employees, and affiliates; and (e) "Hall" means the facility in which the Show is conducted (f) "Exhibit space" and/or "booth" means the space assigned by show management for use by exhibitor at the Show.

## 2. General Agreement

To reserve a booth at the show, the exhibitor must return this completed Agreement, properly executed by an authorized company representative along with fifty percent (50%) deposit of the total charge for the booth reservation. Upon receipt of this Application with deposit, Show management will use its discretion to reserve space at the Show for the Exhibitor. Upon written acceptance by Show management, this Application shall constitute a valid and binding license agreement. Show management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including but not limited to, the conditions, rules and regulations stated herein, in the Exhibitors Information Guide, Sponsorship Materials and in the Hall Management contract, to which Show management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby. Show management also reserves the right, in its sole and absolute discretion, to determine the eligibility of exhibitors and exhibits for the Show, to limit, reject, or prohibit exhibits or exhibitors that Show management considers objectionable or deemed not in the best interest of the Show.

## 3. Booth Space

Show management will use reasonable efforts to accommodate booth location requests as noted on this Agreement; however exhibit booth location requests are not guaranteed. Show management shall have the right, in its sole discretion, to change or cancel Exhibitor's booth assignment after the acceptance of this agreement if it is deemed to be in the best interest of the show or deemed to be necessary by Show management. In the event Show management elects to exercise its right to change Exhibitor's booth, Exhibitors will be notified in writing of such change or cancellation. Show management will make reasonable efforts to ensure that any reassignment will be to an exhibit space which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in the opinion of the Show management, deemed necessary, Exhibitor will be reimbursed on a pro-rata basis. All terms of the contract, including cancellation policy, remain in effect upon such movement of booth location by Show management.

## 4. Use of Space

Show Management reserves the right to decline, prohibit, or expel any exhibit or any part of an exhibit, or item or feature thereof which in its judgment is deemed objectionable, inappropriate, or out of keeping with the character of the Show, whether due to actual or perceived conflicts. This reservation is all inclusive as to persons, printed materials, products, conduct, sound levels, etc. Balloons are strictly prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noises or odors are prohibited. Sound amplifying devices may be used and operated only at a level not objectionable to other Exhibitors or show management. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitors shall not assign, sublet, lease, license or otherwise share or re-allocate booth space without full written disclosure to Show management and receiving prior written permission by Show management, which permission may be arbitrarily withheld. No firm, individual, or company that is not assigned a booth in the Hall for the Show shall be permitted to solicit business or advertise without the specific written consent of the Show management. All booth and/or display structures must be in strict compliance with the specific dimensions and restrictions provided to Exhibitor by show management. No Exhibitor's exhibit or products may extend into the aisles. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitors space and not blocking any aisle or neighboring booth. No exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors as determined by Show management. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of the Show management, in which case all amount paid or payable by Exhibitor will be forfeited unless special arrangements have been approved by Show management. Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. All rental fees for services and booths are non-refundable. Exhibitors shall be bound by all pertinent laws, codes, and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall management. In the event of any objection, restriction or prohibition, or eviction, Show management shall not be liable to or responsible for any losses, damages, or expenses directly or indirectly incurred by Exhibitors.

## 5. Responsibilities of Exhibitor

Exhibitor shall comply with each and every term of this contract, as well as applicable rules, regulations, guidelines, by-laws, ordinances, or regulations of any town, city, state, administrative, regulatory or governing body. Exhibitor acknowledges that Show management shall make the final decision with regard to the implementation and/or enforcement of any contract term, or applicable rule or regulation. Exhibitor is responsible for payment for labor, equipment, and services (other than general heat, lighting, and air conditioning) ordered at the request of Exhibitor from service contractors including but not limited to electricians, decorators, shippers, material handling companies, compressed air/gas suppliers, telephone companies, hotels, cleaning services, and photographers. Exhibitor shall at all times observe the labor laws of the jurisdiction in which the Exhibition is located. Furthermore, Exhibitor agrees to obtain at its sole expense any licenses or permits from governmental bodies which may be required for the operation of Exhibitor's trade or business during the Show and Exhibitor agrees to pay all taxes, including all sales taxes, and fines that may be levied or due as the result of the Exhibitor's booth at the Show. Show management is not held responsible or liable for any promotional schemes undertaken by Exhibitor. Exhibitor assumes all responsibility for compliance with all show rules and applicable and pertinent ordinances, regulations, and codes of local, state, and federal government bodies concerning fire, safety, and health as well as with rules and regulations or operators and owners of the property and facility in which the Show is held. Any Exhibitor not complying with rules, ordinances, regulations, and codes, shall be required to dismantle its exhibit and shall vacate the premise forthwith. In such event, no refund will be given to Exhibitor, and Show management shall not be responsible for any damages, costs, or losses suffered by Exhibitor.

## 6. Safety

All display materials used for decoration must be flameproof. All electrical wiring, electrical equipment or devices, used in, about, or on booths must be in good condition and able to pass fire and/or electrical inspection, as well as conform to all federal, state, municipal and any other applicable codes or laws. All hazardous items must be properly safeguarded, protected, registered, and/or avoided in accordance with all applicable federal, state, municipal and any other applicable codes, regulations, or laws. Exhibitor's materials or products may not block access to exhibit or cover electrical wires or outlets. Exhibitors shall cooperate responsibly with all local ordinances and Hall management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code, or regulation, or if Show management determines that all or part of an exhibit presents a fire or safety hazard, Show management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Exhibitor accepts full and sole responsibility for any and all damage, fees, fines, or costs associated with failure to comply with any safety rules and requirements. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

## 7. Limit of Liability

Exhibitor agrees that Show management, Show management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury or damage that may occur to Exhibitor, or to Exhibitors employees, agents, guests, or property from any cause whatsoever, prior to, during or subsequent to the period covered by this agreement. Exhibitor assumes responsibility and agrees to protect, indemnify,

defend, save, and hold harmless The Baby Day Expo, LLC and its corporate agents, officers and employees against all claims, liabilities, losses, damages, governmental charges, and costs (including attorney's fees) arising out of, caused by, or relating to (1) Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof; (2) Any act or omission to act of Exhibitor or its guests, invitees, employees, agents, or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; or (4) any breach by Exhibitor or Show management of its obligations under this contract. (5) any other claims or expenses arising out of the exhibition premises. Exhibitors assume responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by Exhibitor's displays, equipment, employees or representatives. Exhibitor agrees to pay promptly for any and all damage to the Exhibition building or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, its employees, agents, contractors, and representatives. Exhibitor acknowledges that Show management does not maintain insurance covering damage, destruction, or loss of Exhibitor's property and Show management assumes no responsibility for loss or damage to the Exhibitor's property. Accordingly it is the sole responsibility of the Exhibitor to obtain any and all insurances they deem necessary for covering any losses, damage or destruction of said persons or property. Regardless of failure of exhibit material arrival, or damage of exhibit material, Exhibitor is responsible for the full cost of the booth rental and no refund shall be forthcoming. Exhibitor expressly holds Show management harmless and hereby expressly releases Show management from any and all claims and actions including without limitation, claims, and actions arising out of the postponement or cancellation of the Show, and claims and actions directly or indirectly related to any loss, damage, or injury incurred by Exhibitor or Exhibitor's guests, invitees, agents, servants, contractors, or employees. In no event shall Show management or any of its affiliates be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with this Agreement. Notwithstanding the foregoing, the maximum liability of Show management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, whether arising out of any tort, contract, legal, or equitable claim or cause of action whether cumulative or singular, joint or several, shall be limited to one-half of the fees paid to Show management hereunder.

## 8. Cancellation by Exhibitor

In event that Exhibitor seeks to cancel this Agreement, withdraw from show, or reduce booth space requirements for the Show, Exhibitor must give written notification within sixty (60) days prior to Show. All cancellations, withdrawals or requests for reduction in space, as applicable, shall be the postmark date on the notice. All deposits received by Show management up to the date of the receipt of the cancellation, withdrawal or request for reduction shall be non-refundable. In the event Show management receives notice of cancellation or withdrawal within sixty (60) days of the Show, Exhibitor shall remain responsible for the full payment of the booth space rental, including all costs and attorneys fees incidental to the collection of the same. In the event Exhibitor, at any times, seeks to cancel this agreement, withdraws from the show, or requests a reduction in space, an administrative and processing fee of \$100.00 per 10X10 booth will be assessed. If reduction in space is requested, Exhibitors booth space on the Show floor may be moved in the sole discretion of Show Management. In the event Exhibitor fail to make payment in full and in a timely manner, or fails in any respect to comply with all terms of this contract, Show management reserves the right to cancel this contract with or without notice to Exhibitor and all rights of Exhibitor hereunder shall immediately cease and terminate. Any and all payments made by Exhibitor may be retained by Show management as liquidated damages for breach of this contract. In the event Exhibitor fails to make any payment, Show management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the front hereof. Exhibitor acknowledges that Exhibitor's failure to appear at the Show does not release the Exhibitor from responsibility for payment of the full cost of the booth space rental

## 9. Cancellation or Change of Show Venue or Date

If Hall becomes unfit for occupancy or substantially interfered-with due to any cause not within the control of Show management the Show may, at the sole discretion of Show management be cancelled, relocated, or delayed. Exhibitor understands and acknowledges that Show management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising out of causes not reasonable within the control of Show management including without limitation, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, government restraint, acts of public enemy or civil disturbance, impairment, or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state, or federal laws, or acts of God. Should Show management cancel, relocate, and/or delay the Show pursuant to any of the foregoing, Exhibitor hereby waives any and all claims for injury, loss, or damage arising therefrom.

## 10. Protection of Facilities

Nothing shall be posed on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustics, or staining, must not be used where they may damage floor coverings. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show management, Hall management, or their assistants.

## 11. Attendance

Show management shall have sole control over admission policies at all times. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

## 12. Errors and Omissions

Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's program listing or in any related materials.

## 13. Donations

Each exhibitor is required to donate a product or service to Show management for giveaways during the Show. Products or services must be of a \$10 value or greater with no purchase or requirements necessary by recipient. Products or services donated can not be used as complete or partial payment toward booth rental. Upon donation, the product or service becomes the property of Show management, who will have sole discretion over its use and distribution.

## 14. Additions or Corrections

Show management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this agreement.

## 15. Agreement

If any provision or portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement will continue in full force and effect. This agreement shall be governed by Utah law without application of its conflict of laws principles. Any suit relating to this agreement shall be instituted in a state or federal court in Utah, and the parties submit to the jurisdiction of any such court.

